

GENERAL TERMS AND CONDITIONS OF LUSTROUS LAW B.V.

1. Lustrous Law B.V. is a corporation established under the laws of the Netherlands, registered with the Trade Register of the Chamber of Commerce in Amsterdam under number: 34387474 (hereinafter referred to as: "**Lustrous Law**").
2. These general terms and conditions govern the provision of services by Lustrous Law such to include those services rendered by attorneys, (candidate) civil law notaries, local counsel, (legal and paralegal) associates, as well as the functions of receiver, administrator, liquidator, executor, arbitrator, advisor with binding authority, mediator and other functions. The applicability of other general terms and conditions, such as those of the client, is explicitly excluded. Under exclusion of the Articles 7:404, 7:407 sub 2 and 7:409 of the Dutch Civil Code, all work shall be exclusively accepted and performed by Lustrous Law.
3. These general terms and conditions also relate to:
 - all employees, former employees and others who are or have been in whatever way working for or in the employment of or related to Lustrous Law including their heirs;
 - all shareholders, former shareholders, directors, former directors, legal representatives and former legal representatives of Lustrous Law including their heirs;
 - all practise companies with whom Lustrous Law has or had a management agreement including their directors and (direct or indirect) shareholders.
4. The performance of the instructions given to Lustrous Law is exclusively for the benefit of the client. Third parties have no rights or claims whatsoever related to the performance of such services.
5. Lustrous Law can participate in national and/or international networks or other forms of collaboration with other attorneys, notaries and tax experts or comparable professionals. Lustrous Law is not liable in any way for the members of said network or co-operation, nor can Lustrous Law be bound in any way by the members of such network or co-operation, nor is it authorized in any way to bind such other attorneys, notaries and tax experts or comparable professionals nor to act for joint account and risk.
6. Any professional liability of Lustrous Law shall be limited to the amount that is paid out in the particular case under the professional indemnity insurance policy(ies) it has entered into, plus the amount of the deductible that is not payable by the insurers under the conditions of the policy. Information concerning said professional indemnity insurance will be made available upon request. If for whatever reason no amount is paid out under the insurance policy, all liability is limited up to EUR 25,000 or, if the amount that Lustrous Law has billed in that particular file is higher, that higher amount up to a maximum of EUR 100,000. Any claim against Lustrous Law and/or against the parties mentioned in article 3 of these general terms and conditions will become time barred 12 months after the claimant party becomes or should have become aware of the fact giving rise to the damage.
7. If in the performance of the services rendered or otherwise damages are inflicted to persons or goods for which Lustrous Law is liable, such liability shall be limited to the amount or amounts paid out in the particular case under the general liability insurance policy(ies) Lustrous Law has entered into, plus the amount of the deductible that is payable by Lustrous Law under the conditions of the policy. Information concerning said general liability insurance will be made available upon request. If for whatever reason no amount is paid out under the insurance policy, all liability is limited up to EUR 25,000. Any claim against Lustrous Law and/or against the parties mentioned in article 3 of the general conditions will become time-barred 12 months after the claimant-party becomes aware or should have become aware of the fact giving rise to the damage.
8. In connection with its services, Lustrous Law is authorized to use the services of third parties, such as attorneys in fact, local counsels, bailiffs, research companies, collection agencies, accountants, tax experts, the land registry, the Chamber of Commerce, law firms and/or other notary firms etc. Lustrous Law is not liable for any short comings on the part of such third parties. The client herewith indemnifies Lustrous Law against all claims of third parties, including the related costs incurred by Lustrous Law, which claims are directly or indirectly related to the services performed for the client, except in the case of deliberate wrong doing or gross negligence on the part of Lustrous Law. It is possible that parties whose services are used in connection with the services rendered by Lustrous Law would wish to limit their liability in relation thereto. Lustrous Law assumes, and in so far as is necessary herewith states, that all the instructions given by clients to Lustrous Law include capacity to accept such limitation of liability on behalf of those clients.
9. The exclusions of liability described in these general terms and conditions apply to all events, acts and omissions and also apply without exception to the improper functioning of equipment, software, databases, registers or other media used by Lustrous Law in the performance of its services as well as to any interception of audio and or data transmissions by telephone, fax or e-mail. All e-mail, data, audio, fax and telephone transmissions and communications are unencoded unless the client explicitly requests otherwise in writing and in advance.
10. The term of payment shall be 14 days after the invoice date. Payment must be made in the manner stated in the invoice. If payment is not made, the client shall be in default by operation of law and shall owe overdue payment interest equal to the statutory interest. The costs of collection measures at a minimum 10% of the outstanding balance shall be charged to the client.
11. Prior to or in order to continue its provision of services, Lustrous Law shall at all times be entitled to demand from the client one or more advance payments, which will be set off. In the event of default in payment of same, Lustrous Law shall be authorized, after prior notification, not to commence, to suspend, or to cease its work. Unless explicitly agreed upon otherwise the advance payment shall be set off against the final invoice in the applicable file. Also, Lustrous Law is entitled to set off the advance payment against any other invoice not paid in that file or in any other file of the client. Lustrous Law is entitled to alter the tariffs (fees) with effect from a future date.
12. Lustrous Law is entitled, without notice, to remove from its archives and destroy files and the documents contained therein, including documents which are owned by the client or third parties, in the event 7 years or more have passed after the relevant case, handled by Lustrous Law, has been closed.
13. The legal relationship with and the services rendered by Lustrous Law shall be exclusively governed by Dutch law. Disputes shall be exclusively resolved by the competent Dutch court, without prejudice to the authority of the Dutch Bar Association, if applicable, and the Royal Notarial Profession Organisation and without prejudice to the Regulation on the Settlement of Complaints and Disputes for the Notarial Profession ('Klachten- en geschillenregeling Notariaat').
14. These general terms and conditions have been drafted in Dutch and English and have been deposited with the Clerk of the District Court in Amsterdam under number 52/2021. The Dutch text of the terms and conditions shall prevail over the English text. These general terms and conditions are also available for inspection at the offices of Lustrous Law in Amsterdam and shall be sent (free of charge) upon request.